



**CITY OF WHARTON  
PLANNING COMMISSION MEETING**

**Monday, November 01, 2021  
4:30 PM**

***120 E. CANEY ST., WHARTON, TX 77488***

**NOTICE OF  
CITY OF WHARTON  
PLANNING COMMISSION MEETING**

Notice is hereby given that a Planning Commission Meeting will be held on Monday, November 01, 2021, at 4:30 PM at the Wharton City Hall, 120 East Caney Street, Wharton, Texas, at which time the following subjects will be discussed to-wit:

**SEE ATTACHED AGENDA**

Dated this 28 day of October 2021.

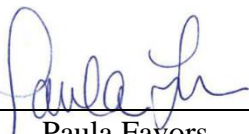
By:     /s/ Mike Wootton      
Mike Wootton  
Chairperson

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Planning Commission Meeting is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board, at City Hall of said City in Wharton, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on October 28, 2021, at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

The Wharton City Hall is wheelchair accessible. Access to the building and special parking is available at the primary entrance. Persons with disabilities, who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at (979) 532-4811 Ext. 225 or by FAX (979) 532-0181 at least two (2) days prior to the meeting date. BRAILLE IS NOT AVAILABLE.

Dated this 28 day of October 2021.

**CITY OF WHARTON**

By:   
Paula Favors  
City Secretary



**A G E N D A**  
**CITY OF WHARTON**  
**Planning Commission Meeting**  
**Monday, November 01, 2021**  
**City Hall - 4:30 PM**

**Call to Order.**

**Roll Call.**

**Review & Consider:**

1. Reading of the minutes from the regular called meeting held October 4, 2021.
2. Request by Tegrity Homes on behalf of Larry Jackson at 401 Correll Ave., Washington Homes, Block 5, Lot 1 & 2 for 4' exterior lot line setback variance from the required 15' for a rebuild of a home through the General Land Office.
3. Request by Mr. Matt Mullin on behalf of Alamo Lumber Company at 1106 N Richmond Rd., Alamo Lumber Co. Subdivision, Block 1, Lot 1 and Toxey, Block 2 Lot 6 & 7B for a replat for new construction.
4. Request by Mr. Russell Baird at 308 W. Milam St., Wharton, Block 10, Lots 1A-1, 1A-B, 1A-C, 2A-A, 2A-B, 2A-C, 3, 4B, 5A-2 for the following variances applicable to the replat application to follow:
  - A. 5.02. Lots, Section 3. Minimum Width: Each lot in the proposed re-plat is less than 60 feet in width.
  - B. 5.02. Lots, Section 4. Minimum Depth: Lot 1 in the proposed re-plat is less than 120 feet depth.
  - C. 5.02, Lots, Section 5. Minimum Area: Each lot in the proposed re-plat is less than 7,200 square feet
  - D. 5.02, Lots, Section 6. Corner Lots: Lot 6, the corner lot of the re-plat, is less than 75 feet but is not 5 feet wider than the average interior lots in the block.
  - E. 5.04, Building Lines: The buildings in the subdivision are already existing and are located directly on the lot lines, therefore variance to all building line ordinances is requested.

- F. 5.06, Easements: Variance is requested to the easement ordinances to the extent the easement areas indicated on the plat do not conform with the ordinances.
- G. 5.07, Improvements, Section 1: Variance is requested to the requirement of placement of monuments, to the extent the monuments are not already in existence, due to the subdivision already being developed.
- H. 5.07, Improvements, Section 2: Variance is requested to the requirement for installation of sidewalks. Sidewalks are already in existence along the lots and block and to the extent they are not in compliance with the ordinance, variance is requested.

5. Request by Mr. Russell Baird at 308 W. Milam St., Wharton, Block 10, Lots 1A-1, 1A-B, 1A-C, 2A-A, 2A-B, 2A-C, 3, 4B, 5A-2 for replat.

**Adjournment.**

City of Wharton  
120 E. Caney Street  
Wharton, TX 77488

## PLANNING COMMISSION

Meeting Date:	11/1/2021	Agenda Item:	Reading of the minutes from the regular called meeting held October 4, 2021.
<p>At this time, the Commission may review and approve the minutes from the regular called meeting held October 4, 2021.</p>			
Community Development Director: Gwyneth Teves		Date: Thursday, October 28, 2021	
Approval:			
Chairman: Mike Wootton			

**MINUTES  
OF  
CITY OF WHARTON  
PLANNING COMMISSION MEETING  
CITY HALL  
120 EAST CANEY STREET  
WHARTON, TEXAS 77488**

**Monday, October 4, 2021  
4:30 P.M.**

Mike Wootton, Chairperson declared the meeting of the Planning Commission duly open for the transaction of business at 04:47 p.m.

Commissioners present were: Rob Kolacny, Burnell Neal, Adraylle Watson and Mike Wootton.

Commissioners absent were: Michael Quinn, Marshall Francis and Russell Cenko.

Staff members present were: Gwyneth Teves, Community Development Director and Krystal Hasselmeier, Assistant to the Community Development Director.

Visitors present were: None.

**Call to Order.**

**Roll Call.**

**Review and Consider:**

The first item on the agenda was to review and consider reading of the minutes from the regular meeting held September 20, 2021. Robert Kolacny, Commissioner moved to approve the minutes as presented. Burnell Neal, Commissioner seconded the motion. All voted in favor.

The second item on the agenda was to review and consider a request by Elma Samora at 1215 College St, GRAHAM BLOCK 1 LOT 3 for 4' variance from the required 25' setback from the front lot line. Robert Kolacny, Commissioner moved to recommend the variance to the City Council for final approval. Adraylle Watson, Commissioner seconded the motion. All voted in favor.

The third item on the agenda was to review and consider a request by Chapel Creek Construction, LLC at 309 N Richmond Rd., WHARTON BLK 32 L2 (replat) for a 10' variance from required 35' front property line setback and 8'5" variance from required 20' setback between commercial and residential property. Robert Kolacny, Commissioner moved to recommend the variance to the City Council for final approval. Burnell Neal, Commissioner seconded the motion. All voted in favor.

The fourth item on the agenda was to review and consider a request by Chapel Creek Construction, LLC at 398 Hamilton St, HAMILTON PLACE BLK 32, L1 for 8'5" variance from required 25' rear property line setback. After discussion on the need to keep new development and developers accountable to the City's current codes and ordinances and the need to not set a precedence Rob Kolacny, Commissioner

Regular Called Planning Commission Minutes  
Monday October 4, 2021  
Page 2 of 2

moved to recommend the variance to the City Council for a final decision but with emphasis on the need to proceed cautiously. Burnell Neal, Commissioner seconded the motion. All voted in favor.

**Adjournment.** The meeting adjourned at 5:27 p.m.

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Mike Wootton, Chairperson

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Rob Kolacny, Secretary

City of Wharton  
 120 E. Caney Street  
 Wharton, TX 77488

## PLANNING COMMISSION

Meeting Date:	11/1/2021	Agenda Item:	Request by Tegrity Homes on behalf of Larry Jackson at 401 Correll Ave., Washington Homes, Block 5, Lot 1 & 2 for 4' exterior lot line setback variance from the required 15' for a rebuild of a home through the General Land Office.
<p>At this time, the Commission may review and consider a request by Tegrity Homes on behalf of Larry Jackson at 401 Correll Ave., Washington Homes, Block 5, Lot 1 &amp; 2 for 4' exterior lot line setback variance from the required 15' for a rebuild of a home through the General Land Office.</p> <p>See attached application and supporting documentation.</p>			
Community Development Director: Gwyneth Teves		Date: Thursday, October 28, 2021	
Approval:			
Chairman: Mike Wootton			



**CITY OF WHARTON  
PLANNING COMMISSION  
APPLICATION FOR VARIANCE**

Item-2.

**NOTE:** If variance request is approved by the Planning Commission, the request will then be presented at the next City Council meeting for City Council consideration. Attendance by the applicant requesting the variance is mandatory during the City Council meeting. If applicant fails to attend the meeting, the variance request will not be considered by the City Council at that time.

LARRY JACKSON	10/19/2021
Name (Printed)	Date
401 CORRELL AVE, WHARTON, TX 77488	401 CORRELL AVE, WHARTON, TX 77488
Physical Address	Mailing Address
WASHINGTON HOMES BLOCK 5 LOT 1,2 Acres:0.3031	979-533-9184
Legal Address	Phone

Describe the variance request and the reason for requesting variance:  
 Requesting 4' exterior line setback from the required 15' for single story residence. General Land Office demolished existing home and will be rebuilding on existing lot.

**ATTACH A SITE PLAN WITH DIMENSIONS TO PROPERTY LINES:**

**SIGNATURE OF APPLICANT:**

	10/19/2021
Signature	Date
Planning Commission Meeting: 11/01/2021 @430pm	
City Council Meeting: 11/08/2021 @7pm	

**Building line setbacks Only**  
 Residential \$100.00 X  
 Non-Residential \$150.00       
**Non-Refundable fee**  
 Effective November 3, 2006

**ADJACENT PROPERTY OWNER (S):**

Name	Phone
Legal Address	Physical Address
Name	Phone
Legal Address	Physical Address
Name	Phone
Legal Address	Physical Address

**APPROVAL:**

	10.26.2021
Planning Department	Date
Chairman of the Planning Commission	Date
Mayor	Date





City of Wharton  
120 E. Caney Street  
Wharton, TX 77488

## PLANNING COMMISSION

Meeting Date:	11/1/2021	Agenda Item:	Request by Mr. Matt Mullin on behalf of Alamo Lumber Company at 1106 N Richmond Rd., Alamo Lumber Co. Subdivision, Block 1, Lot 1 and Toxey, Block 2 Lot 6 & 7B for a replat for new construction.
<p>At this time, the Commission may review and consider a request by Mr. Matt Mullin on behalf of Alamo Lumber Company at 1106 N Richmond Rd., Alamo Lumber Co. Subdivision, Block 1, Lot 1 and Toxey, Block 2 Lot 6 &amp; 7B for a replat for new construction.</p> <p>See attached application and supporting documentation.</p>			
Community Development Director: Gwyneth Teves		Date: Thursday, October 28, 2021	
Approval:			
Chairman: Mike Wootton			

CITY OF WHARTON  
PLANNING COMMISSION  
APPLICATION  
FOR  
PLAT OR RE-PLAT

NOTE: If plat or re-plat request is approved by the Planning Commission, the request will then be presented at the next City Council meeting for City Council consideration. Attendance by the applicant requesting the variance is mandatory during the City Council meeting. If applicant fails to attend the meeting, the variance request will not be considered by the City Council at that time.

Math Mullin % Alamo Lumber Company 10-27-2021  
Name (Printed) Date  
1106 N RICHMOND RD 10800 Sentinel Drive - San Antonio TX  
Physical Address Mailing Address 78217  
ALAMO LUMBER CO SUBD BLOCK 1 LOT 1 210-352-1345  
Legal Address TOKEY BLOCK 2 LOT 6, 7B Phone

- \*ATTACH A PRELIMINARY/FINAL DRAWING OF THE RE-PLAT.
- \*ATTACH TAX CERTIFICATES.

SIGNATURE OF APPLICANT:

Jammy Atkinson 10-27-2021  
Signature Date

Planning commission Meeting: 11-1-2021 4:30p  
City Council Meeting: 11-8-2021 7pm

ADJACENT PROPERTY OWNER(S):

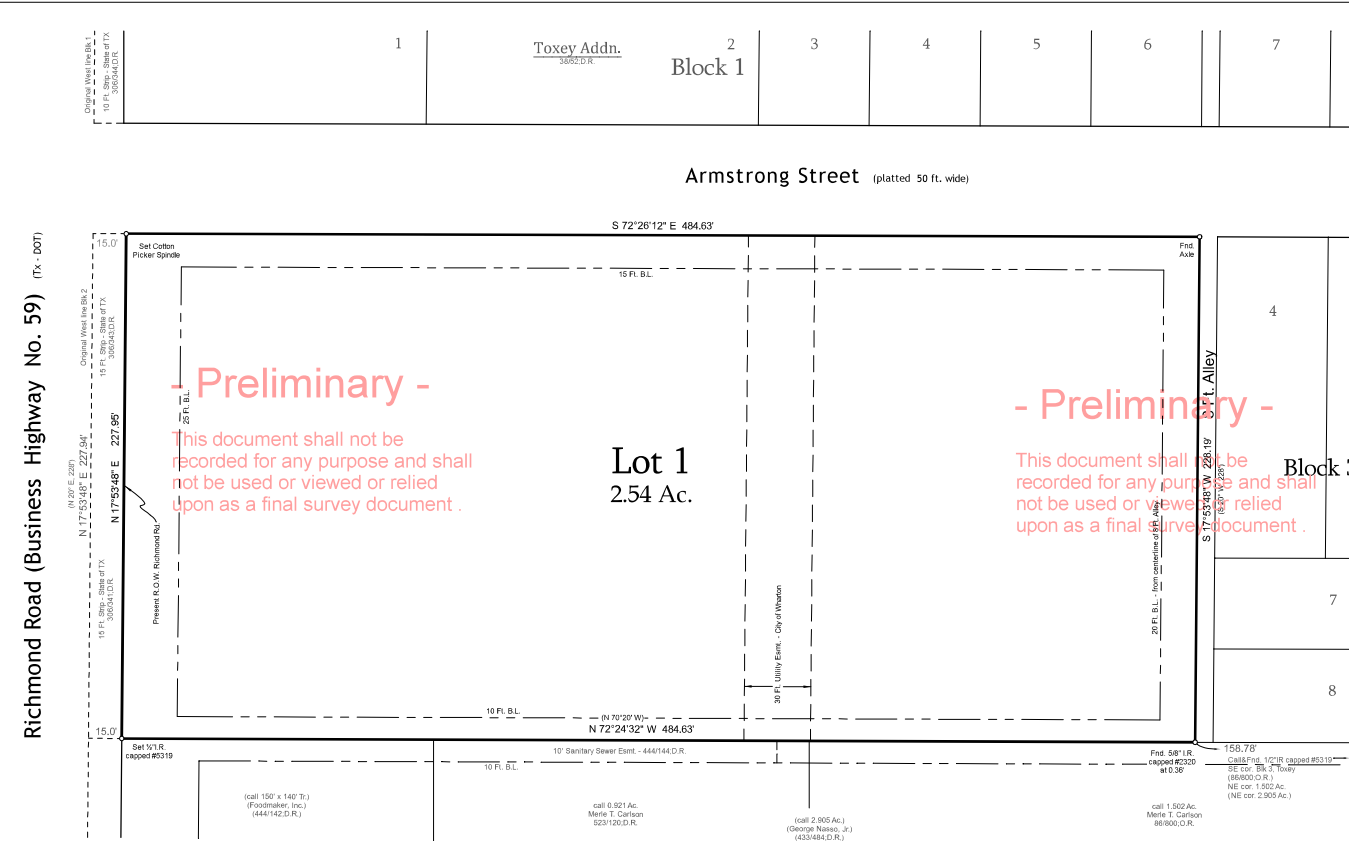
Name Phone  
Legal Address Physical Address  
Name Phone  
Legal Address Physical Address  
Name Phone  
Legal Address Physical Address

APPROVAL:

Erin Jones Teves 10-27-2021  
Planning Department Date

Chairman of the Planning Commission Date

Mayor Date



- Preliminary -

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

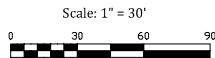
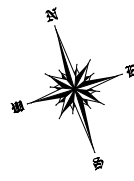
Lot 1  
2.54 Ac.

- Preliminary -

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Block 3

Richmond Road (Business Highway No. 59) (Tx - DOT)



NOTE: Building Lines set by City Council and/or City Ordinance.  
NOTE: This tract is located wholly within the city limits of the City of Wharton, Wharton County, Texas.

Flood Hazard Boundary Information: As of this date (September, 2021), the "2nd Alamo Lumber Company Subdivision", is located, by scaled map location and graphic plotting only, in Flood Hazard Boundary Zone "AE" and Zone "X", Community No. 480554, Map No. 48481C0355 F, dated December 21, 2017. A portion of the Property IS in the area subject to inundation by the 1% annual chance flood event, a.k.a. the 100 Year Flood Plain, as designated on FEMA's National Flood Insurance Program Flood Insurance Rate Map. The National Flood Insurance Program FIRM is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources, or all planimetric features outside Special Flood Hazard Areas. This flood statement does not imply that the property and/or structures located thereon will be free from flooding or flood damage. The flood hazard area is subject to change as detailed studies occur and/or watershed or channel conditions change. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

- Preliminary -

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

THE STATE OF TEXAS  
COUNTY OF WHARTON  
CITY OF WHARTON

Known all men by these presents:  
That Alamo Lumber Company, owner of the property shown in the above and foregoing map, does hereby make a Plat of said property according to the lines, streets, drives, lots, common areas, building lines and easements therein shown, and designate said property as the "2nd Alamo Lumber Company Subdivision" in the City of Wharton, Wharton County, Texas, and does hereby bind itself, its heirs and assigns to warrant and forever defend the title to the land so dedicated.

Witness my hand in Wharton, Wharton County, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Robert L. Vaughan, Chairman & CEO

THE STATE OF TEXAS  
COUNTY OF WHARTON  
CITY OF WHARTON

Before me, the undersigned authority, on this day personally appeared Robert L. Vaughan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he executed the same for the purposes and considerations therein expressed.

Witness my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By \_\_\_\_\_ Notary Public in and for the State of Texas

THE STATE OF TEXAS  
COUNTY OF WHARTON  
CITY OF WHARTON

This plat is hereby approved by the Planning Commission of the City of Wharton, Wharton County, Texas. In testimony whereof witness the official signature:

Chairman, Planning Commission Secretary, Planning Commission

Approved by the Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

THE STATE OF TEXAS  
COUNTY OF WHARTON  
CITY OF WHARTON

This plat is hereby approved by the City Council of the City of Wharton, Wharton County, Texas. In testimony whereof witness the official signature:

Mayor City Secretary

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

I, Robert W. Kolacny, am authorized under the laws of the State of Texas to practice the Profession of Land Surveying and hereby certify that the above plat is true and correct, was prepared from an actual survey of the property made under my supervision on the ground and that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron monuments.

Dated: April 7, 2021

Robert W. Kolacny  
Registered Professional Land Surveyor No. 5318  
Ph. (979) 532-8556

THE STATE OF TEXAS  
COUNTY OF WHARTON

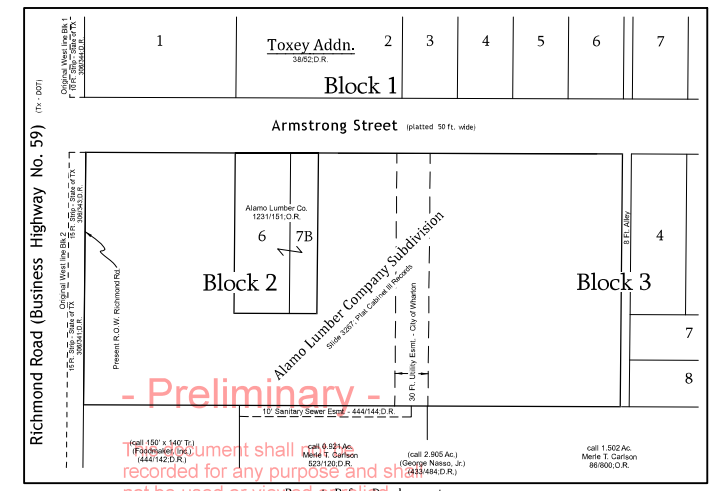
I, Barbara Svatek, County Clerk in and for Wharton County, Texas, hereby certify that the foregoing instrument was filed for recordation in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

At \_\_\_\_\_ O'clock \_\_\_\_\_ M. In Slide Number \_\_\_\_\_ of the Plat Cabinet III Records, of Wharton County, Texas.

Witness my hand and seal of office, at Wharton, Wharton County, Texas, the day and date last above written.

County Clerk, Wharton County, Texas

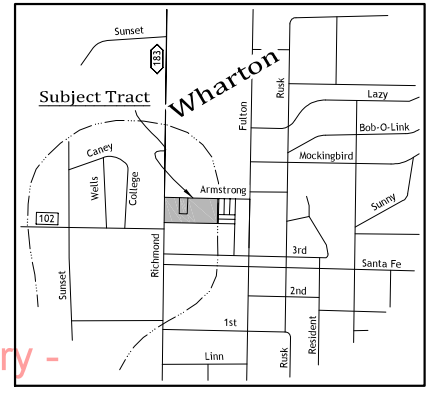
By \_\_\_\_\_ Deputy



- Preliminary -

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Scale: 1" = 60'



Vicinity Map  
No Scale

- Preliminary -

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

# Preliminary Plat

of the

## Re-plat of the Alamo Lumber Company Subdivision

in the City of Wharton, William Kincheloe League, Abstract No. 38, Wharton County, Texas

1 Lot 0 Reserves 1 Block 10/12/2021

Developers:  
Alamo Lumber Company  
10000 Sentinel Drive  
San Antonio, TX 78217  
210-352-1300

**ROBERT W. KOLACNY**  
AND ASSOCIATES, L.P.  
REGISTERED PROFESSIONAL LAND SURVEYORS

340 S. HOUSTON STREET | WHARTON, TEXAS 77881 | 979.532.8556  
OFFICE (979) 532-8556 - kolacny.survey@gmail.com

City of Wharton  
 120 E. Caney Street  
 Wharton, TX 77488

## PLANNING COMMISSION

<p>Meeting Date:</p>	<p>11/1/2021</p>	<p>Agenda Item:</p>	<p>Request by Mr. Russell Baird at 308 W. Milam St., Wharton, Block 10, Lots 1A-1, 1A-B, 1A-C, 2A-A, 2A-B, 2A-C, 3, 4B, 5A-2 for the following variances applicable to the replat application to follow:</p> <p>A. 5.02. Lots, Section 3. Minimum Width: Each lot in the proposed re-plat is less than 60 feet in width.</p> <p>B. 5.02. Lots, Section 4. Minimum Depth: Lot 1 in the proposed re-plat is less than 120 feet depth.</p> <p>C. 5.02, Lots, Section 5. Minimum Area: Each lot in the proposed re-plat is less than 7,200 square feet</p> <p>D. 5.02, Lots, Section 6. Corner Lots: Lot 6, the corner lot of the re-plat, is less than 75 feet but is not 5 feet wider than the average interior lots in the block.</p> <p>E. 5.04, Building Lines: The buildings in the subdivision are already existing and are located directly on the lot lines, therefore variance to all building line ordinances is requested.</p> <p>F. 5.06, Easements: Variance is requested to the easement ordinances to the extent the easement areas indicated on the plat do not conform with the ordinances.</p> <p>G. 5.07, Improvements, Section 1: Variance is requested to the requirement of placement of monuments, to the extent the monuments are not already in existence, due to the subdivision already being developed.</p> <p>H. 5.07, Improvements, Section 2: Variance is requested to the requirement for installation of sidewalks. Sidewalks are already in existence along the lots and block and to the extent they are not in compliance with the ordinance, variance is requested.</p>
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At this time, the Commission may review and consider a request by Mr. Russell Baird at 308 W. Milam St., Wharton, Block 10, Lots 1A-1, 1A-B, 1A-C, 2A-A, 2A-B, 2A-C, 3, 4B, 5A-2 for the following variances applicable to the replat application to follow:

- A. 5.02. Lots, Section 3. Minimum Width: Each lot in the proposed re-plat is less than 60 feet in width.
- B. 5.02. Lots, Section 4. Minimum Depth: Lot 1 in the proposed re-plat is less than 120 feet depth.
- C. 5.02, Lots, Section 5. Minimum Area: Each lot in the proposed re-plat is less than 7,200 square feet
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- F. 5.06, Easements: Variance is requested to the easement ordinances to the extent the easement areas indicated on the plat do not conform with the ordinances.
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- H. 5.07, Improvements, Section 2: Variance is requested to the requirement for installation of sidewalks. Sidewalks are already in existence along the lots and block and to the extent they are not in compliance with the ordinance, variance is requested.

See attached application and supporting documentation.

Community Development Director: Gwyneth Teves	Date: Thursday, October 28, 2021
Approval:	
Chairman: Mike Wootton	



CITY OF WHARTON  
PLANNING COMMISSION  
APPLICATION FOR VARIANCE

**NOTE:** If variance request is approved by the Planning Commission, the request will then be presented at the next City Council meeting for City Council consideration. Attendance by the applicant requesting the variance is mandatory during the City Council meeting. If applicant fails to attend the meeting, the variance request will not be considered by the City Council at that time.

Russell Baird  
Name (Printed)  
308 W Milam, Wharton, Texas  
Physical Address  
308 W Milam  
Legal Address

October 27, 2021  
Date  
308 W Milam, Wharton, Tx 77488  
Mailing Address  
979-282-9009, ext 003  
Phone

Describe the variance request and the reason for requesting variance:

See attached

**ATTACH A SITE PLAN WITH DIMENSIONS TO PROPERTY LINES:**

**SIGNATURE OF APPLICANT:**

*Russell Baird* 10/27/2021  
Signature Date  
Planning Commission Meeting: 11/1/2021  
City Council Meeting: 11/8/2021

**Building line setbacks Only**  
Residential \$100.00  
Non-Residential \$150.00 ✓  
**Non-Refundable fee**  
Effective November 3, 2006

**ADJACENT PROPERTY OWNER (S):**

Christopher T Hawes Trust  
Name  
S Richmond Rd  
Legal Address  
CBC Investments LLC  
Name  
300 W Burleson Wharton  
Legal Address  
Vineyard Holding Co Inc & Robert S Vineyard  
Name  
S Richmond Rd Wharton  
Legal Address

Phone  
S Richmond Rd Wharton  
Physical Address  
Phone  
300 W Burleson Wharton  
Physical Address  
Phone  
S Richmond Rd Wharton  
Physical Address

**APPROVAL:**

*Frank Taus*  
Engineering/Planning Department

10.27.2021  
Date

Chairman of the Planning Commission

Date

Mayor  
F:\CodeEnforcement\MasterDocuments\APPVAR

Date

Attachment to City of Wharton Planning Commission Application for Variance  
For Applicant, Russell Baird

Describe the variance request and the reason for requesting variance:

- 5.02. Lots, Section 3. Minimum Width: Each lot in the proposed re-plat is less than 60 feet in width.
- 5.02. Lots, Section 4. Minimum Depth: Lot 1 in the proposed re-plat is less than 120 feet depth.
- 5.02, Lots, Section 5. Minimum Area: Each lot in the proposed re-plat is less than 7,200 square feet
- 5.02, Lots, Section 6. Corner Lots: Lot 6, the corner lot of the re-plat, is less than 75 feet but is not 5 feet wider than the average interior lots in the block.
- 5.04, Building Lines: The buildings in the subdivision are already existing and are located directly on the lot lines, therefore variance to all building line ordinances is requested.
- 5.06, Easements: Variance is requested to the easement ordinances to the extent the easement areas indicated on the plat do not conform with the ordinances.
- 5.07, Improvements, Section 1: Variance is requested to the requirement of placement of monuments, to the extent the monuments are not already in existence, due the subdivision already being developed.
- 5.07, Improvements, Section 2: Variance is requested to the requirement for installation of sidewalks. Sidewalks are already in existence along the lots and block and to the extent they are not in conformation with the ordinance, variance is requested.

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DECLARATION OF RECIPROCAL EASEMENT AND  
MAINTENANCE AGREEMENT**

THIS DECLARATION OF RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT ("**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by RUSSELL J. BAIRD ("**Declarant**")

**WITNESSETH:**

WHEREAS, Declarant is the legal owner of that certain parcel of real property, commonly known as Lots 1 – 6 of the Baird Subdivision, being a Replat of a portion of Block 10, City of Wharton, Wharton County, Texas, as more particularly described on Exhibit A hereto (the "**Property**"); and

WHEREAS, each of the lots shown on the plat set forth in Exhibit A (the "**Plat**") which comprise the Property is hereinafter individually referred to as a "**Lot**" and are hereinafter collectively referred to as the "**Lots**"; and

WHEREAS, each of the fee simple owners of a Lot is hereinafter individually referred to as an "**Owner**" and are hereinafter collectively referred to as the "**Owners**"; and

WHEREAS, the Declarant desires to subject the Lots to the covenants, easements, rights and restrictions contained herein and obtain the benefits created hereby; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by each to the other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby declares and provides for the following:

1. **Recitals; Definitions.** The recitals set forth above are hereby incorporated into this Agreement. The following defined terms shall have the meanings set forth below for purposes of this Declaration.

(a) "**Building**": Any permanently enclosed structure placed, constructed or located on a Lot, including those already existing, which shall include any appurtenant canopies and supports.

(b) "**General Access Area**": The paved areas, access areas, driveways, drive aisles and sidewalks and other similar exterior site improvements located on each Lot from time to time specifically intended for pedestrian and vehicular traffic excluding any Service Areas.

(c) "**Governmental Regulations**": Any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, or conditions of approval or authorization of any governmental entity, agency or political subdivision whether now in force or which may hereafter be in force.

(d) **"Lot Improvements"**: Any Building, sign, General Access Area improvements, parking areas, lighting, Service Area improvements, landscaping and other improvements located on a Lot.

(e) **"Occupant"**: Any Person from time to time entitled to the use and occupancy of any portion of a Building on a Lot under an ownership right or any lease, sublease, assignment, license, concession, or other similar agreement.

(f) **"Owner" or "Owners"**: Individually or collectively, the existing or future record holder of fee simple title to a Lot.

(g) **"Permittee"**: All Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, assignees, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended use of the Lots.

(h) **"Primary Access Drives"**: The access drives and associated curb cuts identified on the site plan attached hereto as **Exhibit B** as the Primary Access Drives.

(i) **"Service Areas"**: The sidewalks attached to and/or adjoining a Building, trash compactors and enclosures, exterior lighting attached to a Building, drive-up or drive-thru customer service facilities directly adjacent or in close proximity to a Building, loading docks, electrical facilities and transformers, and customer pickup areas directly adjacent or in close proximity to a Building, and any outdoor seating area, patios and other areas used exclusively by an Owner or Occupant for its Permittees. The Service Areas are the exclusive property of the Owner of the Lot and not part of General Access Area.

(j) **"Utility Lines"**: Those facilities and systems for the transmission or other provision of utility services, including, but not limited to, water drainage, water mains, sewers, lift stations, water sprinkler system lines, electrical conduits or systems, gas mains, other public or private utilities providing service to the Owners of the Lots.

## 2. **Easements.**

(a) Subject to the terms of this Declaration, Declarant hereby declares, establishes and creates, for the benefit of each Owner and its respective Lot, and for the use of said Owner and its Permittees, a perpetual nonexclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across that portion of the General Access Area located on each Lot as they exist from time to time.

(b) Subject to the terms of this Declaration, Declarant hereby declares, establishes and creates, for the benefit of each Owner and its respective Lot, and for the use of said Owner and its Permittees, a perpetual nonexclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across the Primary Access Drives. Each Owner acknowledges and agrees that the Primary Access Drives shall not be relocated, altered, modified, closed or obstructed in any manner, except as may be required in connection with any temporary closure due to applicable maintenance, repairs or replacements of or to such Primary Access Drives or any applicable related improvements or utility facilities thereunder; provided further, however, prior to the temporary closing off of any portion of the Primary Access Drives, such Owner shall give written notice to all of the other Owners and their Occupants of its intention to do so, and shall coordinate such temporary closing with each such other Owner and Occupants so as to minimize the disruption to the business operations conducted thereon

including, without limitation, any unreasonable interference in the use and enjoyment of the easements granted hereunder.

(c) Subject to the terms of this Declaration, Declarant hereby declares, establishes and creates, for the benefit of each Owner and its respective Lot, a perpetual nonexclusive easement under, through and across the easement areas set forth on the site plan attached hereto as Exhibit C and identified as easement areas for the installation, operation, use, maintenance, connection, repair, removal and replacement of Utility Lines. All such Utility Lines shall be installed and maintained below the ground level or surface of such easements, except that fire hydrants, ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service. The installation, operation, maintenance, repair and replacement of such Utility Lines shall not unreasonably interfere with the use of the Primary Access Drives and/or General Access Area or with the normal operations of any business on a Lot. The Owner performing any such work related to the Utility Lines in accordance with the terms hereof shall bear all costs related to the installation of such Utility Lines, shall repair to the original specifications any damage to any Primary Access Drives and/or General Access Area resulting from such installation. Each Owner shall keep the Utility Lines installed in accordance with the terms hereof and in accordance with all Governmental Regulations.

### **3. Construction and Maintenance.**

(a) Each Owner of a Lot shall, at its own cost and expense, install, maintain, repair and replace any and all Lot Improvements (including without limitation all General Access Areas), Primary Access Drives and Utility Lines located on such Owner's Lot. Each Owner of a Lot shall maintain and repair the Lot Improvements (including without limitation all General Access Areas), Primary Access Drives and Utility Lines located on such Owner's Lot to keep the same in a uniform, clean, sightly, safe, unobstructed, good and usable condition, including without limitation striping and re-striping parking and directional markers and providing snow and ice removal when necessary. Each Owner of a Lot shall keep Lot Improvements (including without limitation all General Access Areas), Primary Access Drives and Utility Lines located on such Owner's Lot in compliance with any and all applicable Governmental Regulations.

(b) All work performed in the construction, repair, replacement, alteration or maintenance of any Lot Improvements, Primary Access Drives and Utility Lines shall be diligently and continuously pursued to completion, shall be performed in compliance with all applicable Governmental Regulations utilizing new materials, shall be performed in a good, safe, workman-like manner, and in such a manner as not to unreasonably interfere, obstruct or delay: (i) access to or from any Lot to any public right-of-way or access drive, including without limitation, the Primary Access Drives, (ii) customer vehicular parking on any other Lot, or (iii) the receiving of goods or supplies by any business located on any other Lot, including, without limitation, access to its Building.

(c) Staging for the initial construction of any Lot Improvements or the replacement, alteration or repairs of any Lot Improvements located on a Lot including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment shall be located solely on the constructing Owner's Lot and off of any Primary Access Drives (the "Staging Area"). Each Staging Area on any Lot shall be located in such a way that it will not interfere with the use of the General Access Area on any other Lot or the Primary Access Drives.

(d) Each Owner performing any construction on its Lot shall indemnify, defend, protect and hold every other Owner and their respective Permittees harmless for, from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys fees and court costs) arising out of or related to injury to or death of any person or damage to or destruction of any property occurring on any Lot and arising out of or resulting from any construction activities performed by an Owner or its Occupants, unless such damage or destruction is caused solely by the grossly negligent or willful misconduct of the indemnified Owner or Occupant.

4. **Signage.** No owner may place a permanent sign in the General Access Area. All signage must be attached to the building and at a height allowing for up to 20-foot clearance.

5. **Traffic Signal.** \_\_\_\_\_

6. **Exclusives.** Any use restrictions

(a) \_\_\_\_\_

7. **Tax Proration and Allocation.** Until each Lot has received its own tax parcel and/or identification numbers, the taxes for the Property shall be allocated between the Lots based upon a percentage equal to such Lot's square footage over the square footage of the entire Property. Declarant shall notify each Owner of a Lot of its proportionate share along with a copy of the tax bills and such Owner shall pay to the Declarant its proportionate share; provided such share shall be only for the period of time covered by the tax bill that such Owner owned the Lot. The Declarant will then pay the tax bill for the Property.

8. **Covenants of the Parties.**

(a) **Compliance with Laws.** Each Covenanting Party hereby covenants and agrees that it shall, at its sole cost and expense, comply with all Governmental Regulations from time to time applicable to its Lot and the Lot Improvements thereon.

(b) **No Liens.** Neither Owner shall cause, suffer or permit any lien, claim or encumbrance to attach to any other Owner's Lot, as a result of any action or inaction by such Owner. Each Owner shall, promptly upon learning of any such lien, claim or encumbrance remove such lien, claim or encumbrance or cause a title insurance company reasonably acceptable to the other Owner to insure over such lien, claim or encumbrance or provide other security reasonably acceptable to the other Owner and such Owner's lender.

(c) **Insurance.** Each Owner shall keep its Lot (including any General Access Areas and Primary Access Drives located thereon) insured with (i) a commercial general liability policy against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Lot with such insurance to be on the so called "occurrence" form with a general aggregate limit of not less than \$2,000,000 and a per occurrence limit of not less than \$1,000,000; and (b) property insurance insuring all Lot Improvements located on such Lot on a full replacement cost basis.

9. **Events of Default.** Failure by an Owner to perform any provision of this Agreement to be performed by such Owner (the "Defaulting Party") shall constitute a default if the failure to perform

is not cured within thirty (30) days after the Defaulting Party receives written notice thereof from another Owner (a "Non-Defaulting Party"). If such default cannot reasonably be cured within thirty (30) days, the Defaulting Party shall not be in default of this Agreement if the Defaulting Party commences to cure the default within such 30-day period and diligently and in good faith continues to cure the default until completion (but in no event more than one hundred twenty (120) days), provided the same is capable of being cured by the Defaulting Party.

**10. Right to Cure; Remedies.** If a Defaulting Party shall have failed to cure a default after the expiration of the applicable time for cure of a particular default, a Non-Defaulting Party may, at its election, but without obligation therefor, (a) seek specific performance of any obligation of the Defaulting Party; (b) pursue an action for injunctive or declaratory relief; (c) from time to time without releasing the Defaulting Party in whole or in part from the Defaulting Party's obligation to perform any and all covenants, conditions and agreements to be performed by the Defaulting Party hereunder, cure the default at the Defaulting Party's cost; or (d) exercise any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. All such remedies may be exercised alternatively or cumulatively. Any reasonable cost incurred by the Non-Defaulting Party in order to cure such a default by the Defaulting Party shall be due upon demand from the Defaulting Party, and shall constitute a lien on the property of the Defaulting Party which may be enforced in the manner of enforcement of judgment liens. The Non-Defaulting Party may record a memorandum of such lien against the property of the Defaulting Party. Any such lien shall arise immediately upon the recording of such notice by the non-defaulting party with the Victoria County, Texas Recorder of Deeds (and shall not be deemed to relate back to the date of recording of this Agreement or any memorandum hereof) and may be enforced in any proceeding for foreclosure of liens on real property as permitted under Illinois law. Notwithstanding the foregoing or any other provision of this Agreement, no claim of lien resulting from any default in or failure to comply with this Agreement nor the exercise of any remedy provided in this Agreement shall be superior to or defeat, diminish or impair (i) the lien (or the priority thereof) of any holder of a mortgage on any Lot that was recorded prior to the recording of such lien with the Victoria County Texas Recorder of Deeds and/or (ii) any rights of an Occupant under any lease, a memorandum of which was recorded prior to the recording of such lien.

**11. Notices.** All notices, demands, requests and other communications required, permitted or desired to be given or served by an Owner under this Agreement shall be in writing and shall be deemed properly served (a) on the date of delivery, if delivered by hand, (b) on the third business day following mailing, if sent by registered or certified mail, return receipt requested, postage prepaid, (c) on the first business day following delivery to an overnight courier, if served by overnight courier, or (d) on the date an email is transmitted provided that if such email is sent after 5:00 p.m. it shall be deemed received on the next business day. The initial addresses of the Parties are as follows:

If intended for Declarant:

Russell Baird

\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

PAUL WEBB  
221 N. Houston Street  
Wharton, Texas 77488  
Telephone: 979-532-5331

Telecopier: 979-532-2902  
 State Bar No. 21023500  
 paulwebbpc@sbcglobal.net

Any Owner may change its address for purposes of receipt of any such communication by giving three (3) days' written notice of such change to the other Owners in the manner above prescribed.

## 12. Miscellaneous.

(a) Covenants Running with the Land. This Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Owners, their respective successors and assigns and all future Owners, and shall remain in full force and effect and shall be unaffected by any change in ownership or possession of any Lot, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as otherwise provided herein; provided, however, that upon the sale or transfer of a Lot, the purchaser or transferee of such property shall automatically be deemed to have assumed such covenants with respect to the Lot and the seller or transferor shall automatically be deemed to have been released or relieved from all covenants contained herein from and after the date of such conveyance, but only with respect to the Lot conveyed.

(b) Cumulative Remedies. No remedy herein or otherwise conferred upon or reserved hereunder shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement may be exercised, from time to time, as often as occasion therefor may arise or as may be deemed expedient. No delay or omission by an Owner to exercise any right or power arising from any breach by another Owner of any term or condition of this Agreement shall impair any such right or power or shall be construed to be a waiver of any such breach or an acquiescence therein; nor shall the exercise, delay or nonexercise of any such right or remedy impair the rights granted hereunder or be construed as a waiver of such right or remedy or as a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant.

(c) Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

(d) Construction. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one party, and to either corporations, associations, partnership or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

(e) Amendment. Except as set forth in Section 2(d) hereof, this Agreement may be modified or altered only by an agreement in writing between all of the then Owners of all of the Lots.

(f) Captions. The headings of the several sections contained herein are for convenience of reference only and do not define, limit or construe the contents of such sections.

(g) Partial Invalidity. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.



(h) Not a Partnership. Nothing herein contained shall be construed as creating a partnership, joint venture or any other relationship among the Owners.

(i) Attorneys' Fees. If an Owner brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs of such action.

(j) Authority. Each individual executing this Agreement personally warrants and represents that he or she is authorized to enter into this Agreement on behalf of its respective corporation or partnership or company and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Agreement.

(k) Interest. Wherever in this Agreement an Owner is entitled to reimbursement of sums it has expended, such amount shall bear interest from the date that such reimbursement is due until the date of repayment at an annual rate equal to four percent (4%) above the prime rate of interest from time to time as published in The Wall Street Journal. Wherever in this Agreement payment is due upon request or demand, or the time for payment is not expressly provided, such payment shall be deemed for purposes of this paragraph to be due ten (10) days after such written request or written demand has been made. For purposes of this paragraph, payment shall not be delayed because any Owner requests additional documentary substantiation of the request for reimbursement or because any Owner requests additional time for review of such request.

(l) Force Majeure. The time for performance by any Owner of any term or provision of this Agreement shall be deemed extended by time lost due to delays resulting from weather which creates a situation in which it is significantly more difficult to construct than a typical period for prior years in the Victoria Texas area, acts of God, strikes, civil riots, floods, unavailability of material or labor, restrictions by governmental authorities and any other causes not within the reasonable control of such Owner.

(m) Deeds of Trust. Any mortgage affecting any Lot shall at all times be subject and subordinate to the terms of this Agreement. The covenants and agreements set forth herein shall not be affected by any foreclosure or deed in lieu of foreclosure, and any person or entity, including but not limited to a mortgagee or beneficiary of a deed of trust, which hereafter acquires title to any Lot shall be subject to the terms and provisions hereof.

(n) No Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property or of any Lot or portion thereof to the general public, or for any public use or purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

(o) Duration: This Declaration and the easements, covenants, restrictions, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law.

[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed as of the day and year first above written.

**DECLARANT:**

By: \_\_\_\_\_  
Russell Baird

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Russell Baird personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**Property**

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), in Block Ten (10), of Baird Subdivision, being a Replat of a portion of Block 10, City of Wharton, Wharton County, Texas, as shown by the Plat recorded in Volume \_\_\_\_, Page \_\_\_\_ of the Records of Wharton County, Texas.

**EXHIBIT B**  
**Primary Access Drives**

**EXHIBIT C**  
**Utility Easement Areas**

City of Wharton  
 120 E. Caney Street  
 Wharton, TX 77488

## PLANNING COMMISSION

Meeting Date:	11/1/2021	Agenda Item:	Request by Mr. Russell Baird at 308 W. Milam St., Wharton, Block 10, Lots 1A-1, 1A-B, 1A-C, 2A-A, 2A-B, 2A-C, 3, 4B, 5A-2 for replat.
<p>At this time, the Commission may review and consider a request by Mr. Russell Baird at 308 W. Milam St., Wharton, Block 10, Lots 1A-1, 1A-B, 1A-C, 2A-A, 2A-B, 2A-C, 3, 4B, 5A-2 for replat.</p> <p>See attached application and supporting documentation.</p>			
Community Development Director: Gwyneth Teves		Date: Thursday, October 28, 2021	
Approval:			
Chairman: Mike Wootton			

CITY OF WHARTON  
PLANNING COMMISSION  
APPLICATION  
FOR  
PLAT OR RE-PLAT


**NOTE:** If plat or re-plat request is approved by the Planning Commission, the request will then be presented at the next City Council meeting for City Council consideration. Attendance by the applicant requesting the variance is mandatory during the City Council meeting. If applicant fails to attend the meeting, the variance request will not be considered by the City Council at that time.

Russell Baird  
Name (Printed)  
308 W Milam, Wharton  
Physical Address  
308 W Milam  
Legal Address

October 27, 2021  
Date  
308 W Milam, Wharton, Tx 77488  
Mailing Address  
979-282-9009 ext 003  
Phone

**\*ATTACH A PRELIMINARY/FINAL DRAWING OF THE RE-PLAT.  
\*ATTACH TAX CERTIFICATES.**

**SIGNATURE OF APPLICANT:**

  
Signature

10/27/2021  
Date


Planning commission Meeting: 11/01/2021  
City Council Meeting: 11/08/2021

**ADJACENT PROPERTY OWNER(S):**

Christopher T Hawes Trust  
Name  
S Richmond Rd Wharton  
Legal Address  
CBC Investments LLC  
Name  
300 W Burleson Wharton  
Legal Address  
Vineyard Holding Co Inc & Robert S Vineyard  
Name  
S Richmond Rd Wharton  
Legal Address

Phone  
S Richmond Rd Wharton  
Physical Address  
Phone  
300 W Burleson Wharton  
Physical Address  
Phone  
S Richmond Rd Wharton  
Physical Address

**APPROVAL:**

  
Planning Department

10.27.2021  
Date

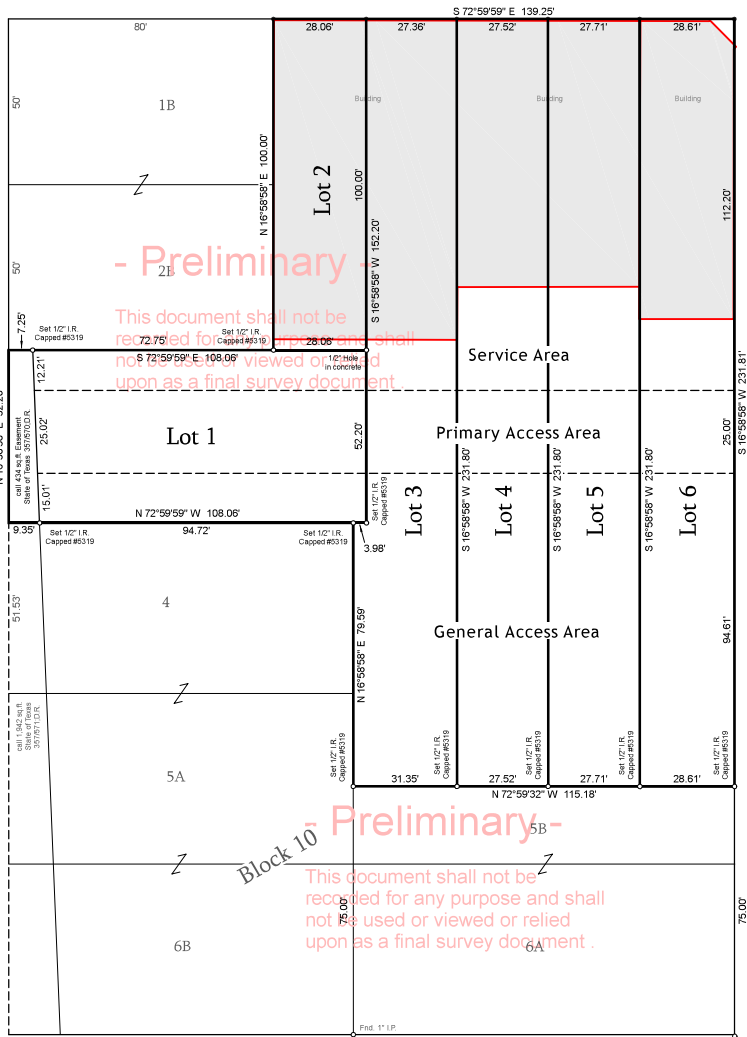
Chairman of the Planning Commission

Date

Mayor

Date

Milam Street (platted 55.55 ft. wide) (A1:1:D.R.)



- Preliminary -

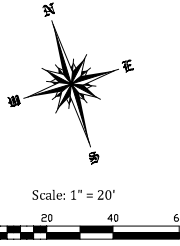
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

- Preliminary -

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Burleson Street (platted 55.55 ft. wide) (A1:1:D.R.)

**Flood Hazard Boundary Information:**  
 As of this date (August, 2021), the "Baird Subdivision", is located, by scaled map location and graphic plotting only, in Flood Hazard Boundary Zone "X", Community No. 480654, Map No. 48481C0385 F, dated December 21, 2017. Property IS NOT in the area subject to inundation by the 1% annual chance flood event, a.k.a. the 100 Year Flood Plain, as designated on FEMA's National Flood Insurance Program Flood Insurance Rate Map. The National Flood Insurance Program FIRM is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources, or all planimetric features outside Special Flood Hazard Areas. This flood statement does not imply that the property and/or structures located thereon will be free from flooding or flood damage. The flood hazard area is subject to change as detailed studies occur and/or water level or channel conditions change. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



THE STATE OF TEXAS  
 COUNTY OF WHARTON  
 CITY OF WHARTON

Known all men by these presents:

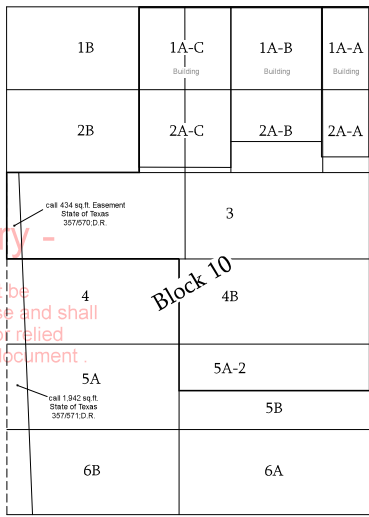
That Russell J. Baird, owner of the property shown in the above and foregoing map, does hereby make a Plat of said property according to the lines, streets, drives, lots, common areas, building lines and easements therein shown, and designates said property as the "Baird Subdivision" in the City of Wharton, Wharton County, Texas, and does hereby bind himself, his heirs and assigns to warrant and forever defend the title to the land so dedicated.

Witness my hand in Wharton, Wharton County, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Russell J. Baird

Polk Street (platted 50 ft. wide) (16373D.R.)

Milam Street (platted 55.55 ft. wide) (A1:1:D.R.)



- Preliminary -

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Property Before Development  
Scale: 1" = 40'

THE STATE OF TEXAS  
 COUNTY OF WHARTON  
 CITY OF WHARTON

This plat is hereby approved by the Planning Commission of the City of Wharton, Wharton County, Texas. In testimony whereof witness the official signature.

Chairman, Planning Commission Secretary, Planning Commission

Approved by the Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**NOTE:**  
 Building Lines set by City Council and/or City Ordinance.

**NOTE:**  
 This tract is located wholly within the city limits of the City of Wharton, Wharton County, Texas.

THE STATE OF TEXAS  
 COUNTY OF WHARTON  
 CITY OF WHARTON

Before me, the undersigned authority, on this day personally appeared Russell J. Baird, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he executed the same for the purposes and considerations therein expressed.

Witness my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

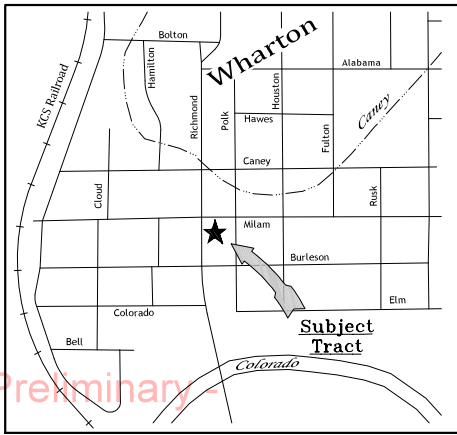
By \_\_\_\_\_  
 Notary Public in and for the State of Texas

THE STATE OF TEXAS  
 COUNTY OF WHARTON  
 CITY OF WHARTON

This plat is hereby approved by the City Council of the City of Wharton, Wharton County, Texas. In testimony whereof witness the official signature:

Mayor City Secretary

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.



- Preliminary -

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

I, Robert W. Kolacny, an authorized under the laws of the State of Texas to practice the Profession of Land Surveying and hereby certify that the above plat is true and correct, was prepared from an actual survey of the property made under my supervision on the ground and that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron monuments.

Dated: August 16, 2021



Robert W. Kolacny  
 Registered Professional Land Surveyor No. 5319  
 Ph. (979) 532-8056

THE STATE OF TEXAS  
COUNTY OF WHARTON

I, Barbara Svatek, County Clerk in and for Wharton County, Texas, hereby certify that the foregoing instrument was filed for recordation in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
 at \_\_\_\_\_ o'clock \_\_\_\_\_ M. in Slide Number \_\_\_\_\_ of  
 the Plat Cabinet III Records, of Wharton County, Texas.

Witness my hand and seal of office, at Wharton, Wharton County, Texas, the day and date last above written.

- Preliminary -

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Preliminary Plat  
 of the  
**Baird Subdivision**  
 being a Replat of  
 Lots 1A-A, 1A-B, 1A-C, 2A-A,  
 2A-B, 2A-C, 3, 4B and 5A-2,  
 Block 10, City of Wharton  
 Wharton County, Texas

6 Lots 0 Reserves 1 Block 10/18/2021

Developers:  
 Russell J. Baird  
 308 W. Milam  
 Wharton, TX 77488

**ROBERT W. KOLACNY**  
 AND ASSOCIATES, L.L.C.  
 Registered Professional Land Surveyors  
 110 S. HOUSTON STREET | WHARTON, TEXAS 77486 | (979) 532-8056  
 OFFICE (979) 532-8056 - kolacny.survey@gmail.com



